

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

KINGS DODGE, INC. : Case No. 1:12-cv-445  
Plaintiff, : (Judge Timothy S. Black)  
v. :  
CHRYSLER GROUP, LLC : NOTICE OF RE-FILING OF  
Defendant. : DECLARATION OF ROBERT C.  
REICHERT, ESQ. TO INCLUDE  
PREVIOUSLY OMITTED EXHIBITS

Plaintiff hereby re-files the Declaration of Robert C. Reichert, Esq. ("Declaration") with the Court for use in all proceedings, including trial. The Declaration is unchanged from that which was filed on October 2, 2013. However, the exhibits referenced in the Declaration were previously and unintentionally omitted and are now attached to the Declaration. The Declaration was previously filed under Tab 1 in the Appendix of Relevant Documents in Support of Plaintiff Kings Dodge, Inc.'s Motion for Summary Judgment, at Document # 36-4, Page ID 1781-84.

Respectfully submitted,

/s/ Curtis L. Cornett  
Curtis L. Cornett (0062116)  
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Trial Attorney for Plaintiff Kings Dodge, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that on October 7, 2013, a copy of the foregoing was filed electronically. Notice of this filing will be sent to Kurt R. Hunt, Esq., DINSMORE & SHOHL LLP, Robert D. Cultice, Esq., and Lucy Heenan Ewins, Esq., WILMER CUTLER PICKERING HALE AND DORR LLP, attorneys for defendant Chrysler Group, LLC, by operation of the Court's electronic filing system.

/s/ Curtis L. Cornett

Curtis L. Cornett

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**TAB I**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

KINGS DODGE, INC.

Case No. 1:12-cv-445

Plaintiff,

(Judge Timothy S. Black)

CHRYSLER GROUP, LLC

DECLARATION OF ROBERT C.  
REICHERT, ESQ.

Defendant.

I, Robert C. Reichert, Esq., hereby make the following declaration under penalty of perjury:

1. I am of legal age and am competent to testify to the matters herein based on personal knowledge.
2. I am the majority owner, President, and General Counsel of Kings Dodge, Inc. ("Kings Dodge"), the plaintiff in this action. In this capacity, I regularly review the monthly and annual financial statements of Kings Dodge and I am knowledgeable about the rates that Kings Dodge charges its retail customers for parts used in retail repairs.
3. Kings Dodge has not raised the prices it charges for parts used in retail repairs at any time since August 30, 2011. In the late Spring/early Summer of 2013, Chrysler Group, LLC ("Chrysler") performed an analysis of retail repair orders submitted by Kings Dodge and Chrysler determined that Kings Dodge charges its retail customers dealer cost plus 59.13% for parts. If Chrysler would have engaged in the same analysis when Kings Dodge requested such an increase from Chrysler via my August 30, 2011 letter sent to Chrysler, and then provided Chrysler with the 200

consecutive retail repair orders it required, Chrysler would have arrived at the same conclusion since Kings Dodge did not change its parts pricing to retail customers from August 30, 2011.

4. Attached hereto as Exhibit 1 are true and accurate copies of the following financial statements: Kings Dodge's financial statement (pg. 4) ending December 31, 2011; Kings Dodge's financial statement (pg. 4) ending December 31, 2012; and Kings Dodge's financial statement (pg. 5) ending June 30, 2013.
5. From December 1, 2011 through June 30, 2013, the time period captured by the attached financial statements, Chrysler reimbursed Kings Dodge a total of \$953,984 for parts used in warranty repairs by Kings Dodge at a rate of dealer cost plus 40%, which is Chrysler's default reimbursement rate for warranty parts. The above number is arrived at by adding together lines 23 and 24 of the financial statement ending December 31, 2011 (monthly "P&A Service Contracts – Mechanical" and monthly "P&A Warranty – Mechanical") and lines 571 and 572 of the financial statements ending December 31, 2012 and June 30, 2013 (year-to-date "P&A Service Contracts – Mechanical" and year-to-date "P&A Warranty – Mechanical").
6. Had Chrysler reimbursed Kings Dodge at the rate of dealer cost plus 59.13% for warranty parts from December 1, 2011 through June 30, 2013, Chrysler would have reimbursed Kings Dodge a total of \$1,084,338, over the above period of time. Accordingly, the difference between the amount Chrysler reimbursed Kings Dodge for parts used in warranty work from

December 1, 2011 through June 30, 2013 and the amount Kings Dodge submits that Chrysler should have paid Kings Dodge for parts used in warranty work for the same period of time equals \$130,354 (\$1,084,338 - \$953,984).

7. It is not possible to accurately calculate the 13 days in July 2013 that Chrysler did not reimburse Kings Dodge for warranty parts at dealer cost plus 59.13%, so I did not include those days in my damage calculation.

I hereby declare, under penalty of perjury, that the foregoing statements, and the attached exhibit, are true and correct to the best of my knowledge.

Date:

9/30/2013

  
\_\_\_\_\_  
Robert C. Reichert, Esq.

KINGS DODGE INC		DEPARTMENTAL GROSS PROFIT ANALYSIS									
LINE NO	MONTH	GROSS PROFIT		R.O. NO'S		ACCOUNT		YEAR-TO-DATE		A/P SALES	
		SALES	GROSS PROFIT	SALES	R.O. NO'S	NAME	NO	SALES	GROSS PROFIT	R.O. NO'S	SALES
1	1	157610	105565	673	67.0	CUSTOMER LABOR MECHANICAL	150	1951301	1317300	8803	67.5
2	2	87341	45610	883	52.2	QUAL SERVICE LABOR MECHANICAL	150	962771	510971	8230	53.1
3	3	58691	30921	122	68.0	SERVICE CONTRACTS LABOR - MECHANICAL	581	1023071	678231	1750	66.3
4	4	231631	160871	284	69.5	WARRANTY LABOR MECHANICAL	151	1460401	2292391	42871	66.2
5	5	86561	65961	100	76.2	ROAD SERVICE LABOR	151	1067861	791961	1314	74.2
6	6	324081	203091	445	62.7	LABOR INTERNAL MECHANICAL	154	4152651	2525411	7279	60.8
7	7					CUSTOMER LABOR - NON AUTO	155	1701	501	2294	
8	8	37121	3571	9	6	BUREAU WORK - MECHANICAL	156	5911221	49021		0.3
9	9	39321	411	1	0	BUREAU WORK - WARRANTY - MECH	157	413201	4101		1.0
10	10	14101	1301	16	9.2	SERVICE CONTRACTS SOLD ON BUREAU LINE	148	1251761	383501	270	31.4
11	11					UNAPPLIED / WARRANTY LABOR MECH	150				
12	12	245494	157638	64	2	TOTAL MECHANICAL DEPARTMENT		3243764	2041088		62.9
13	13					CUSTOMER LABOR - BODY & PAINT	160				
14	14					WARRANTY LABOR - BODY & PAINT	161				
15	15					LABOR INTERNAL - BODY & PAINT	163				
16	16					BUREAU WORK - BODY & PAINT	164				
17	17					BUREAU WORK - WARRANTY - B&P	165				
18	18					BODY & PAINT SHOP MATERIALS	166				
19	19					UNAPPLIED / WARRANTY LABOR B&P	167				
20	20					TOTAL BODY & PAINT DEPARTMENT	168				
21	21	1428671	52822	37	0	P&A - CUST PLT MECHANICAL	170	1002753	710934		37.4
22	22	266691	2744	10	3	P&A - COUNTER - OIL - LUBRICANTS	171	2709271	31675		11.7
23	23	92731	2474	26	7	P&A - SERVICE CONTRACTS - MECH	171	2200341	59678		27.1
24	24	344811	9462	27	4	P&A - WARRANTY - MECHANICAL	172	5065041	130958		25.9
25	25	254741	63871	336	25.1	P&A - COUNTER RETAIL	173	2281461	67791		35.20
26	26	1006571	184741	848	18.4	P&A - COUNTER WHOLESALE	174	1213868	204184		10464
27	27	260671	49451	19	0	P&A - INTERNAL - MECHANICAL	175	4062431	65100		16.0
28	28					P&A - REPAIR ORDERS - BODY & PAINT	180				
29	29					P&A - WARRANTY - BODY & PAINT	182				
30	30					P&A - INTERNAL - BODY & PAINT	183				
31	31					SERVICE CNT SALE AT PARTS COUNTER	177				
32	32		20081			PURCHASE DISCOUNTS - P&A	186				
33	33		328			WHOLESALE ALLOWANCE	187				
34	34					P&A - INVENTORY ADJUSTMENTS	188				
35	35					TIRE & TUBE	189				
36	36					NON-AUTOL & MISCELLANEOUS	190				
37	37	3654881	1177171	32.2		TOTAL P&A DEPARTMENT	191	4748475	1454642		30.6
38	38					TOTAL ALL DEPARTMENTS	192	52295261	7494788		
39	39	5390954	720684			P.L. 54 - 70 + P.L. 12 + 20 + 37	193				
40	40					OTHER INCOME	194				
41	41					ACCOUNT	195				
42	42					ACCOUNT	196				
43	43					ACCOUNT	197				
44	44					ACCOUNT	198				
45	45					ACCOUNT	199				
46	46					ACCOUNT	200				
47	47					ACCOUNT	201				
48	48					ACCOUNT	202				
49	49					ACCOUNT	203				
50	50					ACCOUNT	204				
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96	96					ACCOUNT	250				
97	97					ACCOUNT	251				
98	98					ACCOUNT	252				
99	99					ACCOUNT	253				
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104	104					ACCOUNT	258				
105	105					ACCOUNT	259				
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108	108					ACCOUNT	262				
109	109					ACCOUNT	263				
110	110					ACCOUNT	264				
111	111					ACCOUNT	265				
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113	113					ACCOUNT	267				
114	114					ACCOUNT	268				
115	115					ACCOUNT	269				
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117	117					ACCOUNT	271				
118	118					ACCOUNT	272				
119	119					ACCOUNT	273				
120	120					ACCOUNT	274				
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124	124					ACCOUNT	278				
125	125					ACCOUNT	279				
126	126					ACCOUNT	280				
127	127					ACCOUNT	281				
128	128					ACCOUNT	282				
129	129					ACCOUNT	283				
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136	136					ACCOUNT	290				
137	137					ACCOUNT	291				
138	138					ACCOUNT	292				
139	139					ACCOUNT	293				
140	140					ACCOUNT	294				
141	141					ACCOUNT	295				
142	142					ACCOUNT	296				
143	143					ACCOUNT	297				
144	144					ACCOUNT	298				
145	145					ACCOUNT	299				
146	14										

KINGS DODGE INC

31 DEC 2012

43664

2012 DEPARTMENTAL GROSS PROFIT ANALYSIS

**OTHER INCOME**

11	ACCOUNT	ACCT NO.	MONTH	YEAR TO DATE	ACCOUNT	ACCT NO.	MONTH	YEAR TO DATE
42	CASH DISCOUNTS EARNED	801	150	2514	CASH DISCOUNTS ALLOWED	701		
43	INTEREST EARNED	803			BONUSES	704		
44	CASH ON DISPOSAL OF CAP. ASSETS	808			LOSS ON DISPOSAL OF CAP. ASSETS	709		
45	MISCELLANEOUS INCOME	809	43028	293262	MISCELLANEOUS DEDUCTION	728	6352	9084
46	ADJUSTMENTS	810			ADJUSTMENT	780		
47	VEHICLE LEASE & RENTAL INCOME	815			VEHICLE LEASE & RENT EXPENSE	744		

USED VEHICLE INVENTORY ANALYSIS

59	CARS	CARS L2000 CPOV	1 - 20 days	21 - 30 days	OVER 30 days	TRUCKS	TRUCKS L2000 CPOV	1 - 20 days	21 - 30 days	OVER 30 days
60	44955	36	15	5	16	47	47	30	6	1
61	24 447	14180084	152077	75694	189413	605441	441512	56095	10523	
62		CPOV CARS	1 - 20 days	21 - 30 days	OVER 30 days	CPOV TRUCKS	1 - 20 days	21 - 30 days	OVER 30 days	
63	15418	8	7	1	7	23	23	4	1	1
64	24447	1531447	16041	137103	500071	91709	91709	26639	381172	

#### NEW VEHICLE INVENTORY ANALYSIS

BL 00608

KINGS DODGE INC										30 JUN 2013		43664	
2013 STATEMENT OF INCOME AND EXPENSE													
LINE NO.	MTD DOLLARS			GP % SALES	ACCOUNT			YTD DOLLARS			GP % SALES		
	SALES	GROSS	PROFIT		NAME	NO.	SALES	GROSS	PROFIT	NAME	NO.	SALES	
1	160651	109942	800	68.4	CUSTOMER LABOR MECHANICAL	560	831342	560978	4134	67.5			
2	138666	9776	745	70.5	QUICK SERVICE LABOR MECHANICAL	558	114426	75023	4720	65.6			
3	6062	4295	90	70.9	SERVICE CONTRACTS - LADGE MECH	553	42820	29406	574	68.7			
4	27472	19427	318	70.7	WARRANTY LABOR - MECHANICAL	552	169958	118632	2131	69.8			
5	7705	5822	84	75.6	ROAD/HARD - LABOR	553	51775	38896	573	75.1			
6	44597	30271	584	67.9	INTERNAL MECHANICAL	554	244567	158133	2891	64.7			
7					INTERNAL LABOR - TOTAL LABOR	554							
8					CUSTOMER LABOR - TOTAL LABOR	555							
9	5158	664	12	9	BULLET WORK - MECHANICAL	556	22560	2966		13.1			
10	2226	114	5	1	BULLET WORK - WARRANTY - MICH	557	16469	96		0.6			
11	6723	2143	6	31.9	SEPARATE CONTRACTS - BODY & PAINT	558	34872	8031		67.3	23.0		
12					INTERNAL LABOR - MECHANICAL	559							
13					INTERNAL LABOR - BODY & PAINT	560							
14					CUSTOMER - BODY & PAINT	561							
15					WARRANTY - BODY & PAINT	562							
16					LADGE INTERNAL - BODY & PAINT	563							
17					BULLET WORK - BODY & PAINT	564							
18					BULLET WORK - WARRANTY - BODY & PAINT	565							
19					BODY & PAINT SHOP MATERIALS	566							
20					SHAPES/TEST/PAINT - BODY & PAINT	567							
21					TOTAL BODY & PAINT DEPT	568							
22	155179	59113	38	1	QUICKER PAYMENT ORDER MECHANICAL P&A	570	811821	295686		36.4			
23	25856	4928	19	1	P & A/QUICK SERVICE OILS, LUBRICANTS	571	176783	27339		15.5			
24	9981	2632	26	4	QUICKER PAYMENT ORDER - INTERNAL	572	73337	20717		28.2			
25	37817	10652	28	2	WARRANTY - INTERNAL - MICH	573	219780	62056		28.2			
26	19312	46423	283	24.0	COUNTER RETAIL P&A	574	109129	31816		1527	29.2		
27	189140	13303	2453	7.0	COUNTER WHOLESALE P&A	575	1132672	81629		14798	7.2		
28	48499	7293	15	0	INTERNAL MECHANICAL P&A	576	235370	37831		16.1			
29					MOPAR EXPRESS LANE TOTAL PARTS	577							
30					REPAIR ORDERS BODY & PAINT P&A	578							
31					WARRANTY - BODY & PAINT P&A	579							
32					INTERNAL - BODY & PAINT P&A	580							
33					SERVICE COUNTER SALES AT PARTS COUNTER	581							
34					PURCHASE DISCOUNTS - P&A	582							
35					WHOLESALE ALLOWANCE	583							
36					INVENTORY ADJUSTMENT P&A	584							
37					TIRES AND TIRES P&A	585	35850	6510		18.2			
38					NON-AUTO & MISCELLANEOUS P&A	586							
39					TOTAL P & A/DEPT	587	2794742	752197		26.9			
40					TOTAL ALL DEPARTMENTS - 1021LMX + 1041LP + 1051L13 + 2141L38	588	31010831	3974883					
41	6262944	777310			MOPAR EXPRESS LANE LABOR AND PARTS	589							
42					MOPAR EXPRESS LANE OP LABOR	590							
43					MOPAR EXPRESS LANE SERV/CONTRACT LABOR	591							
44					MOPAR EXPRESS LANE WARRANTY LABOR	592							
45					MOPAR EXPRESS LANE INTERNAL LABOR	593							
46					MOPAR EXPRESS LANE TOTAL LABOR	594							
47					MOPAR EXPRESS LANE OP PARTS	595							
48					MOPAR EXPRESS LANE SERV/CONTRACT PARTS	596							
49					MOPAR EXPRESS LANE WARRANTY PARTS	597							
50					MOPAR EXPRESS LANE INTERNAL PARTS	598							
51					MOPAR EXPRESS LANE TOTAL PARTS	599							
52					GENERAL MANAGER	600							
53					MANAGER	601							
54					SALES PERSON	602							
55					TECHNICIAN	603							
56					TECHNICIAN COMPETITIVE	604							
57					CLERICAL	605							
58					OTHER	606							
59					TOTAL	607							
60					STAFFS COMPETIT	608							
61					STAFFS COMPETIT	609							
62					TOTAL	610							
63					POSTED LABOR RATES	611							
64					RETAIL CUST PAY	612	95						
65					WARR/ROAD READY	613	86						
66					QUICK SERVICE	614	95						
67					INTERNAL	615	71						
68					B & P CUST PAY	616							
69					B & P WARRANTY	617							
70					SERVICE LABOR HOURS BILLED	618							
71					MTD	619							
72					YTD	620							
73					CUSTOMER MECH	621	1962	10829					
74					QUICK SERVICE	622	65	952					
75					SERVICE CONTRACT	623	73	675					
76					WARRANTY & ROAD READY	624	323	2127					
77					INTERNAL	625	1086	6202					
78					CUSTOMER - NON-AUTO	626							
79					MTD	627							
80					YTD	628							
81					TOTAL SERVICE LABOR HOURS BILLED	629	3509	20785					
82					MTD	630							
83					YTD	631							
84					SERVICE LABOR EFFICIENCY	632							
85					RETAIL CUST PAY	633							
86					WARR/ROAD READY	634							
87					QUICK SERVICE	635							
88					INTERNAL	636							
89					B & P CUST PAY	637							
90					B & P WARRANTY	638							